

Exhibit A

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

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In re	: Chapter 11
	:
DOWLING COLLEGE,	:
f/d/b/a DOWLING INSTITUTE,	: Case No. 16-75545 (REG)
f/d/b/a DOWLING COLLEGE ALUMNI	:
ASSOCIATION,	:
f/d/b/a CECOM,	:
a/k/a DOWLING COLLEGE, INC.,	:
	:
Debtor.	:
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**ORDER APPROVING A TERMINATION FEE AND
EXPENSE REIMBURSEMENT TO VANDERBILT PALACE LLC IN
ACCORDANCE WITH THE TERMS OF THE PURCHASE AGREEMENT**

Upon the application dated March 24, 2017 (the “Application”)¹ of Dowling College (the “Debtor”), debtor and debtor-in-possession in the above-captioned chapter 11 case (the “Chapter 11 Case”), for an order approving, and authorizing, the Debtor to pay a termination fee and expense reimbursement to Vanderbilt Palace LLC (“VPLLC”) in accordance with the terms of that certain Asset Purchase Agreement dated as of March 22, 2017 (the “Purchase Agreement”) for the sale of the Oakdale Campus; and it appearing that the Court has jurisdiction to consider the Application and the relief requested herein; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(N); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and appropriate notice of the Application has been given under the circumstances; and it appearing that no other or further notice need be given; and after due deliberation; and sufficient cause appearing therefore, it is hereby

ORDERED that the Application is granted; and it is further

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

ORDERED that Sections 6.1, 6.2 and 6.3 of the Purchase Agreement are approved and binding on the Debtor and its estate. The Debtor is authorized and directed to pay the Bidding Protections, to the extent incurred and solely in the event of the consummation of an Alternate Transaction from the first proceeds of such transaction or as otherwise set forth in the Purchase Agreement, without further order of the Court; and it is further

ORDERED that notwithstanding the foregoing, no Bidding Protections shall be paid from funds that would otherwise be distributed to the bond trustees for the Series 1996, Series 2002 or Series 2015 Bonds; and it is further

ORDERED that the Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.